



Commonwealth of Kentucky

CONTRACT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: LC/MS/MS System

Doc ID No: CT 520 1100000134 1

Procurement Folder: 1857647

Procurement Type: Standard Goods

Administered By: Laura Sudkamp

Cited Authority: FAP111-35-00-G

Telephone: 502-564-5230

Issued By: Jodyi Hall

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AB SCIEX LLC

110 MARSH RD

FOSTER CITY

CA 94404

US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	LC/MS/MS System		1.00	EA	256,678.56000	0.00	256,678.56

Extended Description

High Performance Liquid Chromatography (HPLC) Hybrid Linear-Ion Trap - Triple Quadropole Mass Spectrometer (LC/MS/MS) system.

ABSciex Qtrap 3200

Total price: \$256,678.56

As per Quote No. 20686077 in response to RFB 758 1100000059:

Qty: 1 Part number: 4365402 3200 Q Trap Applied Mkts System Pkg \$145,000.00

Qty: 1 Part number: 1029120 Opt. Line Adjust Transformer \$680.00

Qty: 4 Part number: N020-0514 API Onsite Consultation (\$2100.per day) \$8,400.00

Qty: 1 Part number: 4453690 Gas Generator, Peak AB-3G \$16,000.00

Qty: 2 Part number: 4457011 Kit, PM AB-3G PEAK-08-4778 \$1,097.20

Qty: 1 Part number: ZG12-SC3200QTRAP Assurance PM \$16,894.80

Qty: 1 Part number: 1040049 IMETHOD Drugs of Abuse Screening V2.0 \$2,800.00

Qty: 1 Part number: 1034271 IMETHOD Forensic LC/MS/MS Library V2.0 \$2,800.00

Qty: 1 Part number: 800-L Restek AB Forensic LC column PN 9169552 \$310.40

Qty: 1 Part number: TRN00015 QTRAP for Qual/Quant Analysis \$1,600.00

Extended Description

Qty: 1	Part number: 800-L	Laser Printer	\$449.00
Qty: 1	Part number: 1023559	Agilent 1200 Instant Pilot	\$2,470.00
Qty: 1	Part number: 1023606	Agilent 1200 Binary Pump SL	\$17,884.80
Qty: 1	Part number: 1023591	Agilent 1200 Macro Vacuum Degasser	\$3,230.00
Qty: 1	Part number: 4401366	Opt, Agilent 1200 Sampelr SL Plus W Chem	\$16,036.00
Qty: 1	Part number: 1023607	Agilent 1200 Therm column Comp SL	\$4,940.00
Qty: 1	Part number: 1029269	Opt, Agilent 1200 Diode Array Detector	\$12,540.00
Qty: 1	Part number: 1023615	Agilent Std Flow Cell DAD	\$1,186.36
Qty: 1		Shipping and handling	\$2,400.00

To be delivered to:

KSP Central Forensic Laboratory
100 Sower Blvd Suite 102
Frankfort, KY 40601

502-564-5230

Attn: Jeremy Triplett / Laura Sudkamp

B	218631	S	218631
I	KSP CENTRAL FORENSIC LAB	H	KSP CENTRAL FORENSIC LAB
L	100 SOWER BLVD.	I	100 SOWER BLVD.
	SUITE 102	P	SUITE 102
T	FRANKFORT	T	FRANKFORT
O	US	O	US
	KY 40601-9980		KY 40601-9980

Total Order Amount:	256,678.56
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CT 520 1100000134 - LC/MS/MS System for Forensic Toxicology

VENDOR:

**AB Sciex, LLC
110 Marsh road
Foster City, CA 94404**

513-561-1800

Contact: Bill Heckle bill.heckle@absciex.com

Contract Award Terms and Conditions

Scope of Contract

The Office of Procurement Services issues this contract for: LC/MS/MS System for Forensic Toxicology.

****See attached Quote # 20686077 dated 9/2/2010 for all included items.**

****Installation and Training to be provided as per the following from the RFB:**

- a. The vendor shall be responsible for any and/or all installation, including, but not limited to: High Performance Liquid Chromatograph, Triple Quadrupole Mass Spectrometer, Data and Operating System and Software, any consumables and accessories necessary for the full operation of the system and components.
- b. The vendor shall be responsible for proper shipping and delivery of the above system and/or components via freight terms of FOB Destination. All shipping/freight charges must also be included in the bid price.
- c. The vendor shall be responsible for any electrical connections and or plumbing considerations necessary for the operation of this system and or system components from the unit to the wall.

*****Vendors must clearly indicate on their bid all utility requirements of the equipment being bid.**

- d. The vendor shall be responsible for offsite and/or onsite training necessary for, at a minimum, two (2) KSP CFL Toxicology personnel to fully operate and maintain all components and accessories, and all software pertaining to the complete functionality of the system.
- e. The vendor shall be responsible for providing a minimum of four (4) days of method development, system support and familiarization with the system onsite once system installation is complete. This is to include and to provide complete operational functioning of the system (including full spectrum analysis of toxicological agents) within 30 days of installation completion.

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Warranty

Mandatory warranty period: 1 year parts and labor. A copy of such warranty shall be furnished to the agency upon delivery of the equipment or product. The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the bidder, such as misuse or neglect by the State, acts of God, fires, floods and hurricanes.

****An additional 12 month warranty period for parts, travel, and labor is included in this contract.**

Delivery

All orders must be shipped FOB Destination, Freight Prepaid and Allowed (Included). The Vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency.

Vendor's delivery in number of days ARO (after receipt of order): Fifteen (15) days

Tax Exempt Status

The Commonwealth of Kentucky is exempt from Federal Excise Tax and Kentucky Sales or Use Tax. Do not include these on any invoices.

Post Contract Agreements

The resulting Contract shall constitute the entire agreement between the State and awarded Contractor. Unless contractually provided, State agencies utilizing this Contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of this Contract. Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Equipment / Condition

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and the latest or current year model and be in first class condition. Any unit failing to meet the foregoing requirements shall be returned to the contractor, at their expense, and replaced with a new unit.

Manuals

Instruction and operating manuals shall be furnished for all equipment at the time of delivery.

Cancellation Clause – 30 Days Notice

The Commonwealth may cancel the contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

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Service Performance

Mandatory service agreement period: 1 year.

****An additional 12 month service agreement period is included in this contract.**

All services performed under contract shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the Vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

Agreement Between Parties

The vendor agrees that this Contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of the original Solicitation. It is further agreed between the parties that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services.

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to

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acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

Federal Tax Exempt Purchases by the Commonwealth of Kentucky

Contracts Direct With Manufacturer: In the event a manufacturer bids direct and is awarded a contract, the Office of Procurement Services shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Office of Procurement Services. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Contract With Other Than Manufacturer: If successful bidder is other than the manufacturer, the Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this Contract shall be brought in state or federal court in Franklin County, Kentucky.

General Conditions

The General Conditions and Instructions for Solicitations and Contracts shall be incorporated by reference in each solicitation and resulting contract. Therefore, it is the vendor's responsibility to access and read these General Conditions at <http://eprocurement.ky.gov> under Standard Attachments and General Terms or request a copy by contacting the Office of Procurement Services. Every person submitting a bid to the Commonwealth shall be deemed to have assented to these conditions by the act of bidding.

*****ALL REQUIREMENTS OF THE SOLICITATION'S SPECIFICATIONS AND SPECIAL INSTRUCTIONS ARE INCORPORATED INTO THIS CONTRACT BY REFERENCE.**